constructive acceptance. *Overman* v. *Hoboken City Bank*, 31 N. J. L. 563. And several cases have reached the same result under the Negotiable Instruments Law. *Dickinson* v. *Marsh*, 57 Mo. App. 566. What acts beyond mere retention were necessary under the law merchant to constitute an acceptance was unsettled. The statute should be regarded as defining the kind of act required, and is usually interpreted as contemplating a tortious act in the nature of a conversion. *Matteson* v. *Moulton*, 11 Hun 268, aff'd 79 N. Y. 627. In the present case, however, the court maintains that presentation is itself a demand for acceptance or return, and that failure to comply with that demand constitutes an acceptance within the statute. But since a check need only be presented for payment and need not be presented for acceptance, its presentation is probably not a demand for acceptance. See *Westberg* v. *Chicago, etc., Co.*, 117 Wis. 589, 594.

BROKERS — STOCKS CARRIED ON MARGIN — NATURE OF TRANSACTION. — A broker carried stock on margin for the defendants, and, as was permissible under the agreement, pledged it for an amount greater than the defendants owed him. Within four months before his bankruptcy, he transferred assets to the pledgee, so that the defendants were able to redeem the stock on payment of their indebtedness. The broker's trustee in bankruptcy sued for the amount transferred, on the ground that the defendants had obtained a preference. *Held*, that the defendants are not liable, as they are pledgors of the stock and are not creditors within the meaning of the Bankruptcy Act of 1898, § 1 (9). *Richardson* v. *Shaw*, U. S. Sup. Ct., April 6, 1908.

For a discussion of the principles involved, see 19 HARV. L. REV. 529. *Cf.* also 15 *ibid.* 78.

CARRIERS — INJURY TO GOODS — INJURY CAUSED BY NON-NEGLIGENT ACT OF SHIPPER. — The plaintiff shipped a convict car on the defendant's railroad. A fire in a stove in the car, unknown to both parties, was burning at the time of the shipment. From this the car caught fire and was destroyed. Neither the plaintiff nor the defendant was guilty of any negligence. *Held*, that the plaintiff cannot recover. *Coweta County* v. *Central of Georgia Ry. Co.*, 60 S. E. 1018 (Ga.).

The rule was early laid down that a common carrier is liable for the loss of goods entrusted to it unless caused by an act of God or of the public enemy. *Coggs* v. *Bernard*, 2 Ld. Raym. 909. To these two exceptions may be added losses due to public authority, the inherent nature of the goods, and the act of the shipper. 4 ELLIOTT, RAILROADS, § 1454. Interference by the shipper with the carrier in the method of performing its duty, relieves the carrier of its absolute liability. *Loveland* v. *Burke*, 120 Mass. 139. And the carrier is similarly relieved by a negligent or wrongful act of the shipper. *Rixford* v. *Smith*, 52 N. H. 355. But no case has been found in which the carrier is relieved because of the shipper's non-negligent act. The principal case may be supported, however, on the ground that the fire in the car amounted to an inherent defect. *Cf. Hudson* v. *Baxendale*, 2 H. & N. 575 The opposite result would probably have been reached if a fire started by the shipper in any other place had, without negligence on his part, spread to the railroad and consumed the goods.

CONSTITUTIONAL LAW — NATURE AND DEVELOPMENT OF CONSTITUTIONAL GOVERNMENT — STATE QUASI-SOVEREIGNTY. — A New Jersey statute provided that it should be unlawful to transport or carry through pipes or conduits the waters of any fresh-water stream or lake of New Jersey into any other state for use therein. The defendant corporation carried water of the Passaic River through pipes to New York. *Held*, that the statute is constitutional and that an injunction should be granted. *Hudson County Water Co.* v. *McCarter*, U. S. Sup. Ct., April 6, 1908.

The case is noteworthy because the decision is based not on the state's ownership of the riverbed nor on the actual injury suffered by this diversion, but on the ground that the state as quasi-sovereign, *parens patriae*, can protect

natural resources for the benefit of its citizens, or of that portion interested. This doctrine was the justification for allowing the state to appear as plaintiff in the recent cases for the protection of a state's resources from acts outside. *Georgia* v. *Tenn. Copper Co.*, 206 U. S. 230; see 21 HARV. L. REV. 132. How far a state may protect its resources from acts within its territory is still unsettled. Statutes similar to the one in the case, providing the terms on which gas, oil, and animals *ferae naturae* can be reduced to possession and so become private property, have been upheld. Thus, statutes preventing the killing of game to be taken outside the state and preventing the acquisition of gas for wasteful use are constitutional. *Geer* v. *Connecticut*, 161 U. S. 519; *Ohio Oil Co.* v. *Indiana*, 177 U. S. 190; but *cf. Manufacturers, etc., Co.* v. *Ind., etc., Co.*, 155 Ind. 545. But when such resources become private property by being reduced to possession, it would seem that the ordinary rules of the rights of property owners exist. See FREUND, POLICE POWER, §§ 422-3.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — PEONAGE. — A South Carolina statute provided that any farm laborer working under a contract who should receive advances and thereafter wilfully fail to perform the contract, should be guilty of a misdemeanor punishable by imprisonment. *Held*, that the statute is invalid, since it violates (1) the state constitution prohibiting imprisonment for debt; (2) the Thirteenth Amendment prohibiting involuntary servitude except as punishment for a crime; (3) the Fourteenth Amendment prohibiting the denial of equal protection of the laws; and (4) 14 Stat. at L. 546, abolishing peonage. Six justices dissented. *Ex parte Holman*, 60 S. E. 19 (S. C.).

For a discussion of the principles involved, see 17 HARV. L. REV. 121.

COURTS — JURISDICTION ON HOLIDAYS. — A statute prohibited certain judicial proceedings on holidays. Such proceedings were had in violation of the statute, but the relator failed to object. Later a judgment, based in part upon such proceedings, was entered on a judicial day. *Held*, that such judgment will not be set aside. *State ex rel. Walter* v. *Superior Court of Whitman County*, 94 Pac. 665 (Wash.).

It is generally held that when a statute creates a legal holiday but does not expressly prohibit judicial proceedings, such proceedings, held on that day, will not be void if no objection is taken at the time, though it is probable that if objection is raised at the proper time the court cannot compel the parties to proceed. *State* v. *Moore*, 104 N. C. 743. But where the statute expressly forbids the holding of court on a certain day, such day becomes *dies non juridicus*, and any proceedings held in violation of the prohibition will be void, regardless of whether or not objection was raised at the time, since the court is without jurisdiction. *Davidson* v. *Munsey*, 27 Utah 87. The present case seems to fall within the latter rule, and, since the court was without jurisdiction, failure to object at the time should have been immaterial, for a jurisdictional objection may be raised at any stage of proceedings. *Fowler* v. *Eddy*, 110 Pa. St. 117.

COVENANTS OF TITLE — COVENANTS OF SEISIN AND WARRANTY — BREACH BY POSSESSION ADVERSE TO GRANTOR. — The defendant conveyed land to the plaintiff with covenants of seisin and warranty. Subsequently the defendant sued A, who was in possession in ejectment. A set up possession for the statutory period and prevailed. *Held*, that there is a breach of both covenants. *Larson* v. *Goettl*, 114 N. W. 840 (Minn.).

When a possession adverse to the grantor has ripened into an indefeasible right at the time a conveyance with a covenant of seisin is made, the covenant is undoubtedly broken. *Wilson* v. *Forbes*, 2 Dev. (N. C.) 30. On principle it would seem that any possession adverse to the grantor should constitute a breach. See *Thomas* v. *Perry*, 1 Pet. (U. S. C. C.) 49. But there is some authority that a mere tortious possession does not come within the covenant. *Jerritt* v. *Weare*, 3 Price 575. In the present case, however, it does not appear whether or not, at the time of the grant, the adverse possession had continued for the statutory period. With regard to covenants of warranty, a distinction is un-